

**AGREEMENT
BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF DJIBOUTI
ON ACCESS TO AND USE OF FACILITIES
IN THE REPUBLIC OF DJIBOUTI**

The Government of the United States of America and the Government of the Republic of Djibouti (hereinafter "the Parties"):

Recognizing the need to enhance their common security, to contribute to international peace and stability, and to initiate closer cooperation;

Affirming that such cooperation is based on full respect for the sovereignty of each Party;

Desiring to conclude an Agreement on enhanced cooperation between the United States of America and the Republic of Djibouti that will support their defense relations and the fight against terrorism;

Have agreed as follows:

Article I

Definitions

For the purposes of this Agreement, the following terms are hereunder defined:

1. "United States personnel" (hereinafter "U.S. personnel") means military members of the U.S. forces and civilian personnel employed by the United States Department of Defense.
2. "United States contractors" (hereinafter "U.S. contractors") means non-Djiboutian companies and firms and their employees under contract with the United States Government in connection with activities under this Agreement.
3. "Executive Agent" means the Department of Defense for the Government of the United States of America and the Ministry of Defense of the Armed Forces for the Government of the Republic of Djibouti.

Article II

Use of Facilities

The Government of the United States of America (hereinafter, "USG") is authorized access to and use of Camp Lemonier and such other facilities and areas in the Republic of Djibouti as may be mutually agreed. Such access and use will be through procedures mutually agreed by the Executive Agents of the Parties. U.S. personnel and U.S. contractors and vehicles, vessels, and aircraft operated by or for U.S. forces may use and have unimpeded access to these facilities and areas for training, transit, support and related activities, refueling of aircraft, maintenance of vehicles, vessels and aircraft, accommodation of personnel, communications, staging of forces and materiel, and for such other purposes or activities as the Parties or their Executive Agents may agree.

Article III

Logistic Support

1. Upon request by the USG and as feasible, the Executive Agent for the Government of the Republic of Djibouti shall provide to U.S. forces in the Republic of Djibouti logistic support as listed in Annex A as necessary to conduct activities under this Agreement. To the extent that any of the logistic support, supplies and services provided to the U.S. forces by the Republic of Djibouti is appropriately provided under the terms of the Acquisition and Cross Servicing Agreement (ACSA) between the Department of Defense of the United States of America and the Ministry of Defense of Djibouti, which entered into force on February 13, 2002, the provisions of the ACSA will govern. Any logistic support, supplies and services provided to the U.S. forces by the Republic of Djibouti, which is not provided under the ACSA, will be reimbursed by the USG in accordance with paragraphs 2 and 3 of this Article.

2. The USG will pay reasonable costs associated with the provision of logistic support. Reasonable costs are rates or charges no less favorable than those available to the Republic of Djibouti Armed Forces or government, excluding taxes, fees or similar charges.

3. Procedures for payment shall be established through Implementing Arrangements as mutually agreed by the Parties or their Executive Agents.

Article IV

Respect for Law

Without prejudice to the privileges and immunities provided in Article VI, U.S. personnel are obligated to respect the laws, regulations and customs of the Republic of Djibouti and shall have a duty not to interfere in the internal affairs of the Government of the Republic of Djibouti.

Article V

Entry and Exit

1. U.S. personnel may enter and exit the Republic of Djibouti with military or other U.S. Government identification cards and collective or individual movement orders. Passports and visas shall not be required.

2. U.S. contractor's employees shall be required to obtain passports; however, visas shall not be required. Such personnel will not by reason of their presence in the Republic of Djibouti be regarded as acquiring any right to permanent residence in Djibouti or any obligation that would otherwise result from such residence.

Article VI

Status of United States Personnel

1. U.S. personnel shall be accorded the status equivalent to that accorded to the administrative and technical staff of the United States Embassy in Djibouti under the Vienna Convention on Diplomatic Relations of April 18, 1961.

2. The Government of the Republic of Djibouti recognizes the particular importance of disciplinary control by U.S. military authorities over U.S. personnel and therefore, the Government of the Republic of Djibouti authorize the USG to exercise exclusive criminal jurisdiction over such personnel.

3. The Parties confirm that U.S. personnel may not be surrendered to, or otherwise transferred to the custody of, an international tribunal, or any other entity or State without the express consent of the USG.

Article VII

Bearing of Arms and Wearing of Uniforms

1. U.S. personnel and other persons as agreed may possess and carry arms in the Republic of Djibouti as required by the performance of their duties or authorized by their orders.

2. U.S. forces may wear their uniforms while performing official duties in the Republic of Djibouti.

Article VIII

Contracting

1. As mutually agreed between the Executive Agents, construction, alteration, and improvements may be made to facilities and areas used by U.S. personnel pursuant to this Agreement.

2. Should the USG award contracts for the acquisition of articles and services, including construction; such contracts shall be awarded in accordance with U.S. laws and regulations. To the maximum extent feasible, the U.S. forces will award contracts to Djiboutian contractors.

Article IX

Taxation

1. The Government of the Republic of Djibouti shall exempt from taxation any income received from the United States or from sources outside the Republic of Djibouti by U.S. personnel and by U.S. contractors and contractor employees, other than nationals of the Republic of Djibouti.

2. Articles and services acquired in the Republic of Djibouti by or on behalf of U.S. personnel shall not be subject to any taxes or similar charges by the Government of the Republic of Djibouti or its instrumentalities.

3. U.S. personnel, U.S. contractors and their employees, other than nationals of the Republic of Djibouti, shall not be liable to pay any tax or similar charges on the ownership, possession, use, or transfer amongst themselves on their tangible movable property imported into the Republic of Djibouti or acquired while in the territory of Djibouti for personal use during the term of this Agreement.

Article X

Importation and Exportation

1. The U.S. forces and U.S. contractors may import into the Republic of Djibouti any equipment, supplies, material or services required for their operations in the Republic of Djibouti.

2. The U.S. forces, U.S. personnel and U.S. contractors and their employees (other than nationals of the Republic of Djibouti), may import into the Republic of Djibouti personal effects and articles for the consumption by or use of such personnel.

3. The importation and re-exportation of any articles brought into the Republic of Djibouti, in accordance with this Agreement, shall not be subject to any taxes, customs, duties, license, or other restrictions by the Government of Djibouti or its instrumentalities.

4. The U.S. forces, U.S. personnel, U.S. contractors and their employees shall retain title to all removable property that they have imported into or acquired while in the territory of the Republic of Djibouti. Such property may be removed from the Republic of Djibouti or disposed of therein provided the disposition of such property in the Republic of Djibouti to persons or entities not entitled to exemption from applicable taxes and duties may be subject to payment of such taxes and duties by such persons or entities.

Article XI

Claims

Other than contractual claims, the Parties waive any and all claims against each other for damage to, loss or destruction of property owned by either Party, or death or injury to any military personnel and civilian employees of either Party, arising out of activities in the Republic of Djibouti under this Agreement. Claims by a third party arising out of the acts or omissions of any U.S. personnel may, at the discretion of the USG, be dealt with and settled by the USG.

Article XII

Movement of Aircraft and Vehicles

1. Aircraft, vessels and vehicles operated by or for U.S. forces may enter, exit, and move freely within the territory of the Republic of Djibouti.
2. The access and movement of such aircraft, vessels, and vehicles shall be free of landing and parking fees, port, pilotage, navigation and overflight charges, tolls, overland transit fees and similar charges while in the Republic of Djibouti; however, U.S. forces will pay reasonable charges for services requested and received. Such aircraft, vessels and vehicles shall be free from inspection.
3. The Government of the Republic of Djibouti shall accept as valid, without a driving fee or test, driving licenses or permits issued by appropriate USG authorities to U.S. personnel and to employees of U.S. contractors, other than nationals of the Republic of Djibouti.

Article XIII

Security

The Government of the Republic of Djibouti shall take all reasonable measures to ensure the safety and security of U.S. personnel and property in the Republic of Djibouti, as well as the protection of such property from seizure by or the unauthorized use or possession by any person, persons, entity or organization other than the USG, without the prior consent of the USG. The U.S. forces are authorized to provide internal security of those facilities and areas assigned to their use.

Article XIV

Utilities and Communications

1. U.S. forces and U.S. contractors may use water, electricity, and other public utilities on terms and conditions, including rates or charges, no less favorable than those available to the Republic of Djibouti Armed Forces or government, in like circumstances, unless otherwise agreed. Arrangements for the provision of the rates described in this paragraph shall be made through procedures as mutually agreed by the Executive Agents.

2. U.S. forces may operate their own telecommunication systems (as the term "telecommunication" is defined in the 1992 Constitution of the International Telecommunication Union). This shall include the right to utilize such means and services as are required to ensure a full ability to operate telecommunication systems, and the right to use, free of charge, all necessary radio spectrums for these purposes. The U.S. forces, in the interest of avoiding mutually disruptive interference, as well as to assist the Government of the Republic of Djibouti in fulfillment of its international obligations, will make every reasonable effort to coordinate the use of frequencies with the appropriate authorities of the Government of the Republic of Djibouti.

Article XV

Postal and Recreational Facilities

1. U.S. forces may establish, maintain, operate and use military postal and other service facilities for the morale, welfare and recreation of U.S. personnel and U.S. contractor employees.

2. All such facilities, stations and services and the use thereof shall be exempt from duties, taxes, and other charges as well as inspections, license requirements and regulations of the Government of the Republic of Djibouti and its instrumentalities.

Article XVI

Residual Value

In the event that U.S. forces discontinue use of a facility, the Republic of Djibouti shall compensate the USG for the residual value, if any, of any construction or improvements made by the USG to that facility, as authorized in Article VIII above.

Article XVII

Implementing Arrangements

The Parties or their Executive Agents may enter into Implementing Arrangements or Agreements to carry out the provisions of this Agreement.

Article XVIII

Amendments

This Agreement may be amended by mutual written agreement of the Parties.

Article XIX

Disputes

Any dispute that may arise from the application, implementation, or interpretation of this Agreement, or its implementing arrangements or agreements, shall be resolved by consultation between the Parties or their Executive Agents, including, as necessary, through diplomatic channels, and will not be referred to any national or international tribunal or any third party for settlement.

Article XX

Duration and Termination

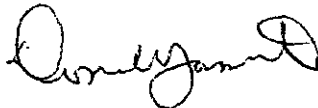
1. This Agreement, of which Annex A forms an integral part, will enter into force upon the date of signature, and shall have an initial term of one year. Thereafter, it shall continue in force unless terminated by either Party on one year's written notice through diplomatic channels.

2. The Status of Forces Agreement between the Government of the Republic of Djibouti and the Government of the United States of America, signed on December 20, 2001, and the related Department of State Diplomatic Note of December 20, 2001, shall be superseded and terminate upon entry into force of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

DONE at Djibouti, this 19th day of February, 2003, in the English and French languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



FOR THE GOVERNMENT OF THE
REPUBLIC OF DJIBOUTI



ANNEX A

Logistic Support

For purposes of this agreement, the following categories of logistic support are encompassed by Article III thereof:

- Accommodations
- Maintenance and repair services, including storage
- Water, potable and non-potable, including distribution and storage
- Food, perishable and non-perishable
- Fuel, to include storage, distribution and quality control services
- Land, sea and air transportation services
- Utilities and services, including power and communications
- Civilian labor
- Medical support and services
- Air service for aircraft and cargo
- Other logistic support as mutually agreed.

The Department of State refers the Government of Djibouti to the Access Agreement between our two countries, concluded in Djibouti 19 February, 2003.

The Department informs the Government of Djibouti that, notwithstanding the provisions contained in the aforementioned Access Agreement, it has been determined that Ambouli International Airport is a commercial airport and, as such, United States state aircraft will pay reasonable fees, based upon International Civil Aviation Organization (ICAO) standards, for parking and landing at this field upon receipt of an itemized invoice, so long as Ambouli International Airport remains a commercial airport.

This note replaces the side-letter of the Department of State to the Status of Forces Agreement of December 20, 2001.

A large, stylized handwritten signature in black ink, located on the left side of the page.Small handwritten initials or a mark, possibly "dh", located on the right side of the page.